

**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

INSIGHT GLOBAL, LLC,)	
)	
Plaintiff,)	
)	CASE NO: 2:17-cv-03951
v.)	
)	
JACOB M. GREENBERG and)	
TECHNOLOGY SERVICES,)	
LLC,)	
)	
Defendants.)	

**CONSENT ORDER AND STIPULATED
ORDER OF DISMISSAL WITHOUT PREJUDICE**

WHEREAS Jacob M. Greenberg ("Greenberg") was formerly employed by
Insight Global, LLC ("Insight Global");

WHEREAS, Greenberg and Insight Global entered into an Employee Agreement
on or about May 29, 2014, that contained restrictive covenants ("2014 Employment
Agreement");

WHEREAS, Greenberg and Insight Global entered into an Employee Agreement
on or about March 25, 2015, that contained restrictive covenants ("2015 Employment
Agreement");

WHEREAS, Greenberg and Insight Global entered into an Employee Agreement
on or about April 5, 2016, that contained restrictive covenants ("2016 Employment
Agreement;" with the 2014 Employment Agreement and the 2015 Employment
Agreement, the "Employment Agreements");

WHEREAS, Greenberg resigned his employment with Insight Global on May 31,
2017;

WHEREAS, Greenberg and Insight Global entered into a Separation Agreement on or about May 31, 2017, in which Greenberg reaffirmed his the Employment Agreements (with the Employment Agreements, the “Covenant Agreements”);

WHEREAS, Greenberg subsequently accepted employment with Technology Services, LLC (“Tech Services”);

WHEREAS, Insight Global commenced this action against Greenberg and Tech Services on or about September 1, 2017 (the “Action”) to enforce the terms of the Restrictive Covenant Agreements and to protect its trade secrets and confidential information;

WHEREAS, the agreement by Greenberg and Insight Global to enter into this Consent Order is not to be construed as an admission by any party concerning the enforceability or unenforceability of the Covenant Agreements, but it is entered into solely to avoid the costs and uncertainties of impending litigation;

WHEREAS, Greenberg and Insight Global (collectively, the “Parties”) in order to resolve this action, have entered into this Consent Order and Stipulated Order of Dismissal with Prejudice (the “Consent Order”);

It is therefore STIPULATED AND AGREED by the parties and their respective counsel as follows:

1. Greenberg’s employment with Tech Services has been terminated. Greenberg no longer is performing any services on behalf of Tech Services, and shall not perform any services for Tech Services until May 31, 2018, if ever.

2. Until May 31, 2018, Greenberg shall abide by the restrictive covenants set forth in Sections 4, 5, and 6 of his Employment Agreements regarding non-competition and non-solicitation, and shall not engage in any conduct that would violate those Sections.

3. Greenberg represents that he has not disclosed Insight Global's Confidential Business Information or Trade Secrets to Tech Services or any other third-party. In the event anyone should ever ask Greenberg to disclose Insight Global's Confidential Business Information or Trade Secrets, he shall advise that he is not permitted to disclose such information and shall not do so. "Confidential Business Information" and "Trade Secrets" shall have the same meanings as in Greenberg's Covenant Agreements. To the extent there is any difference among the meanings for Confidential Business Information or Trade Secrets in the Covenant Agreements, those terms shall be construed in the broadest sense to incorporate all meanings given therein. Nothing herein is intended to abrogate or supersede any other statutory, fiduciary or contractual obligation that Greenberg owes regarding the maintenance of Confidential Business Information or Trade Secrets following the expiration of this Consent Order.

4. Greenberg represents that he has returned to Insight Global all of its documents and data, retaining no company documents except for those related to compensation information, and that he has not and will not retain any copies, duplicates, reproductions, or excerpts thereof whether in hard copy or electronic form. Greenberg represents that he has underwent a thorough search of all physical locations, electronic media, and data where he in good faith believed Insight Global documents and data might have been located. Nothing in this Paragraph shall preclude counsel of record for Greenberg and Tech Services from maintaining a file copy of Insight Global documents provided to it in

connection with this Action to the extent maintenance of such records is necessary to comply with professional liability requirements.

5. In partial consideration for Insight Global's agreement to this Consent Order, Greenberg shall enter into a full release of all legally waivable claims against Insight Global.

6. In the event Greenberg is proven to have violated the terms of the Consent Order, Greenberg shall pay Insight Global's attorneys' fees and costs incurred obtaining enforcement of the Consent Order. In addition, should the Court conclude that Greenberg has violated the terms of the Consent Order, Insight Global shall have the right to any damages established by Insight Global for any proven violation and within ninety (90) days of such finding to reinstate the Complaint and seek any and all further damages.

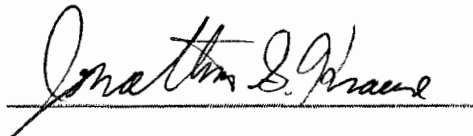
7. Except for the circumstances in Paragraph 6, each party shall be responsible for its fees and costs.

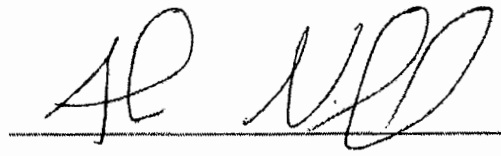
8. Insight Global's agreement to enter into this Consent Order shall not operate or be construed as a waiver of any subsequent breach and cannot be used as evidence or otherwise to challenge the reasonableness of the restrictive covenants in any other agreement entered into by Insight Global and its employees.

9. The Court retains jurisdiction over this action through May 31, 2018 for the purpose of enforcing this Consent Order.

10. Upon expiration of this Consent Order, and absent further order of the Court, this action shall be dismissed without prejudice as to Greenberg pursuant to Federal Rule of Civil Procedure 41(a)(1)(A), without costs to either party.

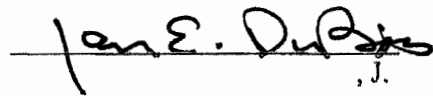
Respectfully submitted,


Attorneys for Insight Global, LLC


Attorneys for Jacob M. Greenberg

Dated: November 21, 2017

SO ORDERED:


J.